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9

10 UNITED STATES DISTRICT COURT  
11  
NORTHERN DISTRICT OF CALIFORNIA

12 JOHNATHAN "MAC" WILLIAMSON, an  
individual,

14 Plaintiff,

15 v.

16 CHINA BASIN BALLPARK COMPANY  
17 LLC, a Delaware Limited Liability Company,  
and DOES 1 through 20, inclusive,

18 Defendants.

19 Case No. 3:20-cv-8056

20  
**NOTICE OF REMOVAL OF A CIVIL  
ACTION TO FEDERAL COURT**

21 [Removed from San Francisco Superior Court,  
Case No. CGC20587701]

22 Date Filed: November 16, 2020

23  
**JURY TRIAL DEMANDED**

1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE**  
2 **NORTHERN DISTRICT OF CALIFORNIA:**

3 Defendant CHINA BASIN BALLPARK COMPANY, LLC, (“Defendant”) hereby  
4 removes Case No. CGC20587701 from the Superior Court of the State of California for the  
5 County of San Francisco to the United States District Court for the Northern District of  
6 California. Removal is authorized by 28 U.S.C. §§ 1331, 1332, 1441 and 1446 and 29 U.S.C.  
7 § 185.

8 **I. STATEMENT OF THE CASE**

9 1. On November 10, 2020, Plaintiff Johnathan “Mac” Williamson (“Plaintiff”)  
10 initiated this action in the Superior Court for the State of California for the County of San  
11 Francisco. Plaintiff’s claims arise from an on-field injury he suffered in the San Francisco  
12 Giants’ ballpark while playing for the San Francisco Giants. Ex. A, Nov. 10, 2020 Complaint  
13 (Compl.) at ¶¶ 1-2. Plaintiff’s complaint (Complaint) contains two causes of action: (1) premises  
14 liability and (2) negligence. Both claims are brought against Defendant. Compl. at ¶¶ 37-49.

15 2. Plaintiff is a former Major League Baseball (“MLB”) player. MLB players are  
16 members of the Major League Baseball Players Association (“MLBPA”), which is a labor  
17 organization within the meaning of 29 U.S.C. § 185. At the time of the incident described in the  
18 Complaint, *see* ¶ 24, Plaintiff was a member of the MLBPA and a collective bargaining  
19 agreement existed between MLB Clubs, including the San Francisco Giants, and the MLBPA.  
20 The collective bargaining agreement contains provisions related to working conditions generally  
21 and field safety issues specifically. It also sets forth procedures for players’ claims related to on-  
22 field injuries and disputes with their clubs.

23 3. Defendant denies all liability but on information and belief alleges that the amount  
24 in controversy exceeds \$75,000.

25 4. Plaintiff has not yet served the Complaint on Defendant.

26 **II. PARTIES**

27 5. Plaintiff alleges that he is a resident of North Carolina. Compl. ¶ 3.

1       6. Plaintiff alleges that Defendant is a Delaware limited liability company, having its  
 2 principal place of business in San Francisco. Compl. ¶ 4.

3       7. Defendant is owned by San Francisco Baseball Associates LLC and Grand Slam  
 4 Baseball, LP, two of the several related entities involved in the ownership and operation of the  
 5 San Francisco Giants baseball club and the club's ballpark. No member of San Francisco  
 6 Baseball Associates LLC or partner of Grand Slam Baseball, L.P., is a citizen of North Carolina.

7 **III. JURISDICTION**

8       8. A defendant may remove to this Court any state-court civil action over which this  
 9 Court has original subject matter jurisdiction. 28 U.S.C. § 1441(a).

10      9. This Court has original subject matter jurisdiction over federal questions—that is,  
 11 “all civil actions arising under the Constitution [or] laws . . . of the United States.” 28 U.S.C.  
 12 § 1331.

13      10. This Court has original subject matter jurisdiction over actions between citizens of  
 14 different States. 28 U.S.C. § 1332(a)(1). 28 U.S.C. § 1441(b)(2) does not bar an in-forum  
 15 defendant from removing a diversity action to federal court if the in-forum defendant has not been  
 16 “properly joined and served.” *Glob. Indus. Inv. Ltd. v. Chung*, No. 19-CV-07670-LHK, 2020 WL  
 17 2027374, at \*2 (N.D. Cal. Apr. 28, 2020) (noting that this District “consistently” allows in-forum  
 18 defendants to invoke diversity jurisdiction prior to service); *accord Gibbons v. Bristol-Myers*  
 19 *Squibb Co.*, 919 F.3d 699, 705 (2d Cir. 2019); *Encompass Ins. Co. v. Stone Mansion Rest. Inc.*,  
 20 902 F.3d 147, 152 (3d Cir. 2018); *see also Texas Brine Co., L.L.C. v. Am. Arbitration Ass'n, Inc.*,  
 21 955 F.3d 482, 486 (5th Cir. 2020) (following the reasoning of *Gibbons* and *Encompass*).

22      11. This Court also has original subject matter jurisdiction over claims brought under  
 23 Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Furthermore, where a  
 24 plaintiff artfully pleads what is in fact a Section 301 claim as a tort claim, this Court has exclusive  
 25 jurisdiction over the claim, making removal from state court proper. *See Young v. Anthony's Fish*  
 26 *Grottos, Inc.*, 830 F.2d 993, 997 (9th Cir. 1987) (“A suit for breach of a collective bargaining  
 27 agreement is governed exclusively by federal law under section 301. The preemptive force of  
 28 section 301 is so powerful as to displace entirely any state claim based on a collective bargaining

1 agreement, and any state claim whose outcome depends on analysis of the terms of the  
 2 agreement."); *see also Beneficial Nat. Bank v. Anderson*, 539 U.S. 1, 8 (2003) (noting that the  
 3 LMRA provides for complete preemption and removal jurisdiction).

#### 4 **IV. VENUE, INTRA-DISTRICT ASSIGNMENT & RELATED CASES**

5 12. This District embraces the Superior Court of the State of California for the County  
 6 of San Francisco, where Plaintiff originally filed his complaint. *See* 28 U.S.C. § 1446(a).

7 13. If the Court determines intra-district transfer is appropriate, the case should be  
 8 assigned to the San Francisco/Oakland Division because a substantial part of the alleged events or  
 9 omissions contained in the Complaint occurred in the County of San Francisco.

#### 10 **V. PROCEDURAL REQUIREMENTS**

11 14. Defendant files this Notice prior to receiving service of the Complaint. *See* 28  
 12 U.S.C. § 1446(b)(1); 28 U.S.C. § 1441(b)(2).

13 15. The Complaint purports to name "Doe defendants" in addition to Defendant. This  
 14 Court disregards fictitious defendants when analyzing a removal petition. 28 U.S.C.  
 15 § 1441(b)(1). No other defendant is named.

16 16. Defendant will serve this Notice on Plaintiff's counsel and on the Clerk of the  
 17 Superior Court of the State of California for the County of San Francisco. *See* 28 U.S.C.  
 18 § 1446(d). Additionally, Defendant files as Exhibit A to this Notice a true and correct copy of the  
 19 Complaint and as Exhibit B to this notice a true and correct copy of "Notice to Plaintiff,"

#### 20 **VI. JURY DEMAND**

21 Defendant demands trial by jury on any issue so triable.

#### 22 **VII. CONCLUSION**

23 Defendant respectfully requests that this Court assume jurisdiction over this action. By  
 24 this Notice of Removal, Defendant does not waive any objections it may have as to service,  
 25 jurisdiction or venue, or any defenses or objections it may have to this action. Defendant intends  
 26 no admission of fact, law, or liability by this Notice, and expressly reserves all defenses, motions,  
 27 and/or pleas.

1 Dated: November 16, 2020

KEKER, VAN NEST & PETERS LLP

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3 By: /s/ R. Adam Lauridsen

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Attorneys for Defendant CHINA BASIN  
BALLPARK COMPANY LLC